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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 3, 2002

Julia Farr, Esq.
Office of Proceedings
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 21116-C FILED

MAY 3 '02 2:31 PM

SURFACE TRANSPORTATION BOARD

Dear Ms. Farr:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Transfer Assumption and Amendment Agreement, dated as of March 17, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease Agreement which was previously filed with the Board under Recordation Number 21116.

The names and addresses of the parties to the enclosed document are:

Secured Party: Bank of America Leasing & Capital, LLC
2059 Northlake Parkway
4th Floor
Tucker, Georgia 30084

Lessor: RTE 1643 Trust
1661 Beach Boulevard
Jacksonville, Florida 32250

Transferor-Lessee: Pennsylvania Lime Inc. f/k/a Carmeuse
Pennsylvania, Inc.
Route 422 and Clear Spring Road
Annville, Pennsylvania 17003

Julia Farr, Esq.
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Transferee-Lessee: Pennsy Supply, Inc.
1001 Paxton Street
Harrisburg, Pennsylvania 17104

A description of the railroad equipment covered by the enclosed document is:

One hundred (100) open hopper railcars bearing WIMX reporting marks and road numbers 97000 through 97099.

A short summary of the document to appear in the index is:

Transfer Assumption and Amendment Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

RWA/anm
Enclosures

Bank of America

Banc of America Leasing & Capital, LLC

Transfer, Assumption And Amendment Agreement

RECORDATION NO. 21116-C

FILED

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SURFACE TRANSPORTATION BOARD

This Transfer, Assumption and Amendment Agreement ("Agreement") made as of the 17 day of MARCH, 2002, by and among **Pennsylvania Lime Inc., f/k/a Carmeuse Pennsylvania, Inc.** ("Transferor"), **Pennsy Supply, Inc.** ("Transferee"), **Banc of America Leasing & Capital, LLC**, successor by merger to **NationsBanc Leasing Corporation** ("BALC"), and **RTE 1643 Trust** ("RTE"),

WITNESSETH:

Whereas, on the 18th day of March, 1997, RTE and Transferor entered into that certain Railroad Car Lease Agreement (together with all addenda, attachments, riders, and schedules thereto, the "Lease"), a copy of which is attached hereto and made a part hereof; and

Whereas, the Lease was collaterally assigned by RTE to BALC; and

Whereas, Transferor desires to transfer and Transferee desires to acquire, all of Transferor's right, title, obligations, and interest in and to the railcars described in the Lease (the "Railcars"), including all of Transferor's obligations and responsibilities to BALC under the Lease; and

Whereas, the Lease prohibits assignment by Transferor without the written consent of BALC, which consent BALC is willing to give upon the terms and conditions set forth herein.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, it is agreed as follows:

1. Transferor hereby conveys and assigns to Transferee all of Transferor's right, title, obligations, and interest in and to the Railcars "as is and where is", subject to the terms and conditions of the Lease.

2. Transferee hereby assumes all of the obligations and agrees to perform all of the terms, conditions and covenants set forth in the Lease from and after the effective date of this Agreement.

3. Transferor shall be released from any of its obligations and responsibilities under the Lease except with respect to any and all indemnity provisions contained therein applicable to any time prior to the effective date hereof. In connection therewith, BALC agrees to release that certain Lease Guarantee No. 929148685 issued by National Fire Insurance of Hartford.

4. The Railcars shall henceforth be based at Pennsy Supply - Millers Quarry, Annville, PA, subject to all of the terms and conditions of the Lease.

5. All notices hereunder shall be in writing and delivered in person or mailed to the party involved at its respective address set forth below, or at such other address as any party hereto may direct by notice in writing to other party. Any such notice by BALC shall be effective when deposited in the United States mail duly posted to the party to whom directed with postage prepaid. Any notice to BALC shall not be effective until received by BALC.

6. **BALC MAKES NO WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING THE CONDITION OF THE RAILCARS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7. BALC and RTE hereby consent to the transfer and assumption of Transferor's interest in, to, and under the Railcars and the Lease, on the terms and conditions hereof.

8. The parties hereto agree to amend the Lease, effective upon the effective date of this Agreement, as follows:

- (i) The following is added to Section 14 of the Lease as subsection (d) thereto: "(d) Lessee (x) enters into any merger or consolidation with, or sells or transfers all, substantially all or any substantial portion of its assets to, or enters into any partnership or joint venture other than in the ordinary course of business with, any entity, (y) dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence, or (z) enters into or suffers any transaction or series of transactions as a result of which Lessee is directly or indirectly controlled by persons or entities not affiliates of Lessee as of the date of this Lease."
- (ii) Section 25, previously added to the Lease in that certain Addendum to Railroad Car Lease Agreement, is hereby deleted in its entirety and replaced with the following: "25. **Financial Reporting.** (a) During the term of this Lease, Lessee shall (i) maintain books and records in accordance with generally accepted accounting principles ("GAAP") and prudent business

practice, (ii) promptly and in no event later than 120 days after each fiscal year end furnish or cause to be furnished to Lessor annual audited financial statements of Lessee and of CRH plc and Oldcastle Inc. ("Parents"), prepared in accordance with GAAP consistently applied, together with an unqualified opinion of an independent auditor, and (iii) at Lessor's request, furnish Lessor all other financial information and reports reasonably requested by Lessor at any time, including quarterly or other interim financial statements of Lessee and of either Parent. Lessee shall furnish such other information as Lessor may reasonably request at any time concerning Lessee, either Parent and their respective affairs, or any car under this Lease."

(b) Lessee represents and warrants that all information furnished and to be furnished by Lessee or either Parent to Lessor is accurate, and that all financial statements Lessee or either Parent has furnished and hereafter may furnish to Lessor reasonably reflect and will reflect, as of their respective dates, results of the operations and the financial condition of Lessee, such Parent or any other entity they purport to cover.

(c) Credit and other information regarding Lessee, either Parent or their affiliates may be shared by Lessor with its affiliates and agents."

- (iii) The following is hereby added to the Lease as Section 26 thereto: "26. **Comfort Letter.** Lessee covenants and agrees to cause the issuance of, and maintain for the term of this Lease, a comfort letter given by Oldcastle Inc. in favor of Lessor or Lessor's assignee, in the form attached hereto as Exhibit 1."

9. Transferee agrees to remit all payments under the Lease directly to BALC at the following address:

Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084

10. Transferee agrees to pay to BALC upon execution hereof, a transfer fee of \$2,500.00, plus any out-of-pocket costs incurred by BALC in the recordation of this Agreement.

11. This Agreement and the Lease covers all agreements and understandings by and among the parties relating to the Railcars and the Lease and BALC shall not be bound by any representations or inducements not specifically set forth herein. This Agreement shall not be amended or altered, except in writing signed by the party to be charged, and shall be governed by the laws of the State of Georgia. In the event that any party hereto is a corporation, then this Agreement is executed by a duly authorized officer of said corporation, pursuant to authority granted by the Board of Directors of said corporation.

12. This Agreement shall not become binding upon BALC until approved, accepted and executed by BALC at its offices in Atlanta, Georgia by an authorized officer of BALC, and notice of such approval, acceptance and execution is hereby waived by all other parties.

13. This Agreement may be executed separately in counterpart.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PENNSYLVANIA LIME INC., f/k/a
CARMEUSE PENNSYLVANIA, INC. (Transferor)

By: *E. Hoffmann*

Printed Name: EDWARD E. HOFFMANN

Title: OPERATIONS MANAGER / CONTROLLER

Address: *Danville, PA*

PENNSY SUPPLY, INC. (Transferee)


By: *Randy Laks*

Printed Name: RANDY LAKS

Title: GENERAL MANAGER

Address: 1 CLEAR SPRING RD.

DANVILLE, PA 17033


BANK OF AMERICA LEASING & CAPITAL, LLC (BALC)

Printed Name: CAROL JONES

Title: VICE PRESIDENT

Address: 2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

Danville, PA



RTE 1643 TRUST

By: _____

Printed Name: _____

Title: _____

STATE OF Georgia)
COUNTY OF Gwinnett)

On this 3rd day of April, 2002, personally appeared before me Carol Jones who being duly sworn by me says that he/she is Vice President of Banc of America Leasing Capital, LLC and that he/she signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

(SEAL)

NOTARY PUBLIC

Gail C Beall
Signature

Gail C Beall
Printed Name
State of Georgia

My commission Expires Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2005

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PENNSYLVANIA LIME INC., d/b/a
CARMEUSE PENNSYLVANIA, INC. (Transferor)

By: *E. E. Hoffman*
Printed Name: EDWARD E. HOFFMAN
Title: OPERATIONS MANAGER / CONTROLLER
Address: _____

PENNSY SUPPLY, INC. (Transferee)

By: *Randy Lake*
Printed Name: RANDY LAKE
Title: GENERAL MANAGER
Address: 1 CLEAR SPRING RD.
ANNVILLE PA 17033

Approved and Accepted

BANC OF AMERICA LEASING & CAPITAL, LLC (BALC)

By: *Carol Jones*
Printed Name: CAROL JONES
VICE PRESIDENT
Title: _____

Address: 2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

RTE 1643 TRUST

By: *Keith A. Gibbs*
Printed Name: Keith A. Gibbs
Title: Trustee



Kenneth G. Saleburg
My Commission DD028188
Expires June 22, 2006

Kenneth G. Saleburg

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy of a Transfer, Assumption and Amendment Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: May 3, 2002 Edward M. Luria
Edward M. Luria